

**ATTACHMENT A – SPECIAL TERMS AND CONDITIONS**  
**RFx 3000021077 - TOBACCO TAX STAMPS FOR LDR (DOR03)**

**Bid Delivery Instructions for State Procurement:**

Bidders are hereby advised that the Office of State Procurement (OSP) must receive bids at its physical location by the date and time specified on page one (1) of the Invitation to Bid.

Bids may be mailed or delivered by hand or courier service to the Office of State Procurement's physical location as follows:

Office of State Procurement  
Claiborne Building, Suite 2-160  
1201 North Third Street  
Baton Rouge, LA 70802

Or bids may also be submitted online by accessing the link on page one (1) of the Invitation to Bid.

Bidder should be aware of security requirements for the Claiborne Building and allow time to be photographed and presented with a temporary identification badge.

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to the Office of State Procurement's physical location. The Office of State Procurement is not responsible for any delays caused by the bidder's chosen means of bid delivery. Bidder is solely responsible for the timely delivery of its bid. Failure to meet the bid opening date & time shall result in rejection of the bid.

**Note:** Bidders who choose to respond to this bid online via the vendor portal are encouraged to not submit a written bid as well.

Bidders are hereby advised that due to the nature of the internet, the State of Louisiana cannot guarantee that access to the LaGov or LaPAC websites will be uninterrupted or that e-mails or other electronic transmissions will be sent to you or received by us. The Office of State Procurement is not responsible for any delays caused by the bidder's choice to submit their bid online. Bidder is solely responsible for the timely delivery of its bid. Failure to meet the bid opening date and time shall result in rejection of the bid.

**\*\*ATTENTION\*\***

Receipt of a solicitation or award cannot be relied upon as an assurance of receiving future solicitations. In order to receive notifications of future solicitations from this office, you must register and enroll in the proper category in LaGov at the following website:

[https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?guest_user=self_reg)

Enrollment in LaGov provides LaPAC\* email notification of bid opportunities based upon commodities that you select.

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**Calendar of Events:**

Deadline to receive written inquiries: 04/24/2023

Deadline to answer written inquiries: 05/02/2023

Bid Opening Date and Time: 05/09/2023 @10:00 AM CT

**NOTE: The State of Louisiana reserves the right to revise this calendar. Revisions before the bid opening date and time, if any, will be formalized by the issuance of an addendum to this ITB.**

**Bidder Inquiries:** The State shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The State reasonably expects and requires responsible and interested bidders to conduct their in-depth bid review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries **MUST** be submitted in writing by an authorized representative of the bidder, clearly cross-referenced to the relevant bid section. All inquiries must be received by the Inquiry Deadline date set forth in the Calendar of Events section of this bid. Only those inquiries received by the established deadline shall be considered by the State. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this bid may be delivered by mail, express courier, e-mail, hand, or fax to:

Office of State Procurement  
Attention: Kathleen Doring  
1201 North Third St.  
Claiborne Bldg., Suite 2-160  
Baton Rouge, LA 70802

Phone: (225) 342-5522/ Fax: (225) 342-9756  
E-Mail: [kathleen.doring@la.gov](mailto:kathleen.doring@la.gov)

Only the person identified above or their designee has the authority to officially respond to bidder's questions on behalf of the State. Any communications from any other individuals are not binding to the State.

An addendum will be issued and posted at the Office of State Procurement LaPAC\* website, to address all inquiries received and any other changes or clarifications to the bid. Thereafter, all bid documents, including but not limited to the specifications, terms, conditions, plans, etc., will

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stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any state employee or state consultant. It is the Bidder's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The Office of State Procurement is not responsible for a bidder's failure to download any addenda documents required to complete the bid.

\*Note: LaPAC is the state's online electronic bid posting and notification system resident on State Procurement's website: <https://www.doa.la.gov/doa/osp>

In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.

To receive the email notification, vendors must register in the LaGov portal. Registration is intuitive at the following link:

[https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?guest_user=self_reg)

Help scripts are available on the Office of State Procurement website under Vendor Resources at:

<https://www.doa.la.gov/doa/osp/vendor-resources/>

**Public Printing Law:** The contract resulting from this solicitation shall be subject to the provisions of La. R.S. 43:1 et seq.

**Terms and Conditions:** This solicitation contains all terms and conditions with respect to the commodities herein. Any vendor contracts, forms, terms or other materials submitted with bid may cause bid to be rejected.

**Vendor Forms:** The purchase order is the only binding document to be issued against the contract. Signing of vendor's forms is not allowed.

**Acceptance:** Unless otherwise specified, bids on the contract will be assumed to be firm for acceptance for a minimum of sixty (60) days. If accepted, prices must be firm for the specified contract period.

**Invoices:** Invoices will be submitted by the Contractor to the using agency and the invoice shall refer to the delivery ticket number, delivery date, purchase order number, quantity, unit price, and delivery point. A separate invoice for each order delivered and accepted shall be submitted by the Contractor in duplicate directly to the accounting department of the using agency. Invoices shall show the amount of any cash discount and shall be submitted on the Contractor's own invoice form.

**Late Payments:** Interest due by the State Agency for late payments shall be in accordance with La R.S. 39:1695 at the rates established in La R.S. 13:4202.

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**Payment:** Payment will be made on the basis of unit price as listed in the contract; such price and payment will constitute full compensation for furnishing and delivering the contract commodities. In no case will State Agency refuse to make partial payments to the Contractor although all items have not been delivered. This payment in no way relieves the Contractor of this responsibility to effect shipment of the balance of the order. Payment will be made to Contractor and address as shown on order.

**Prices:** Prices shall be complete including transportation/freight charges prepaid by vendor to destination, inside delivery, unpacking, assembly of all components (if necessary), and removal of all associated debris from premises. Prices should be quoted in the unit (each, thousand, box, case, hour, flat, mile, etc.) as specified in the solicitation.

**Delivery:** Delivery is to be inside delivery within any office or building as specified

**Delivery is of the Essence:** Delivery is a critical factor in this solicitation and will be a factor in evaluation for award. The State reserves the right to award only to a bidder that can provide delivery of each order within thirty (30) calendar days, throughout the term of the contract. Failure to complete deliveries in a satisfactory manner or to meet specifications outlined in this bid may be a basis for declaring default.

State delivery time: \_\_\_\_\_ calendar days ARO

By accepting the contract for printing, the Contractor agrees to complete the work and deliver the goods as specified promptly, satisfactorily, and without unnecessary delay. The Contractor will give said work the necessary priority over other work to ensure timely delivery.

**Claims or Controversies:** Any claims or controversies arising out of the contract shall be resolved by the provisions of La R.S. 39:1671 - 1673.

**Quantities:** This is an open-ended requirements contract. Quantities shown are based on the previous contract usage or estimates. Where usage is not available, a quantity of one (1) indicates a lack of history on the item. The successful bidder must supply at bid prices, actual requirements as ordered whether the total of such requirements is more or less than the quantities shown.

**Inspection and Testing:** The using agency reserves the right to inspect and test the delivered merchandise for compliance with the bid specifications. If the merchandise fails to meet the specifications, the cost for testing and inspection will be paid by the vendor. If the merchandise is in compliance, cost of all testing and inspection will be paid by the using agency.

**Literature:** Literature and/or specifications must be submitted upon request; if requested, literature and/or specifications must be submitted within five (5) business days of written

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request.

If bidding other than specified, sufficient information should be enclosed with the bid in order to determine quality, suitability, and compliance with the specifications.

Failure to comply with this request may eliminate your bid from consideration.

**Quality of Workmanship and Stock:**

All articles furnished and work done must be of first class quality. The use of poor type, poor presswork or the use of a different ink than ordered, inferior binding, inferior quality or mismatched paper stock, a lesser grade of paper than that ordered, or any other discrepancies will be sufficient cause for rejection of the work and for refusal of payment thereof until the deficiency is resolved.

**Property of the State:** All art, color separations, film negatives, tapes, disks, special plates, dies and electronic files are to become the property of the State of Louisiana. Successful bidder is to forward these to the agency upon completion of the job. The Contractor will be responsible for storing all artwork, etc. for the contract in one (1) location, separate from all other work, and maintaining a written inventory of such materials. Upon award to a new Contractor, the previous Contractor will be required to immediately furnish the written inventory of all negatives, artwork, etc. to the agency.

The Contractor will not dispose of any negatives or material without obtaining written approval from Louisiana Department of Revenue (LDR) and furnishing a copy of this approval to the Office of State Procurement.

**Overruns and Underruns:** There will be no payment for overruns.

**Increase/Decrease:** The quantities included herein are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the State of Louisiana to increase or decrease the amount, at the unit price stated in the bid.

**Method of Award:** Award to be made on an ALL-OR-NONE basis to the lowest overall, responsive, responsible bidder meeting specifications and delivery requirements. The State of Louisiana reserves the right to reject individual line items from the award.

**Escalation Clause:** The prices set forth in this contract shall remain effective for the duration of the initial contract period. Price adjustments will be considered for subsequent annual contract renewals. The Contractor must submit a written request for price adjustments to the Office of State Procurement at least sixty (60) calendar days prior to the contract anniversary. No adjustments shall be effective until approved by the Office of State Procurement. The State reserves the right to accept the adjustment or re-bid the contract. Orders shall be invoiced at

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the contract price in effect on the date of the purchase order. Price adjustments shall be based on the Producer Price Index (PPI) for series ID PCU322---322---, Industry: Paper Manufacturing, as published by the US Department of Labor Bureau of Labor Statistics, Washington, DC. The base index shall be the index announced for the month in which the contract originates. Price adjustments shall be applied to the original price accepted. Price adjustments for each subsequent contract renewal period will be calculated from the base index re-established at the time of any previously approved price adjustments.

**Non-exclusivity Clause:** This agreement is non-exclusive and shall not in any way preclude state agencies from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal and/or like goods and/or services from other entities or sources.

**Assignment:** No Contractor shall assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the State of Louisiana, Commissioner of Administration. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or any other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment of transfer shall be furnished promptly to the State.

**Right to Audit:** The Louisiana State Legislative Auditor, Federal Auditors, and internal auditors of the Division of Administration (DOA) or others so designated by the DOA shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years from the date of final payment, or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

**Late Payments:** Interest due by a State agency for late payments shall be in accordance with R.S. 39:13:4202.

**Termination for Non-Appropriation of Funds:** The continuation of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of a contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriations for the year from exceeding revenues for that year or for any other lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

**Contract period:** The State of Louisiana intends to award all items for an initial period, not to exceed thirty-six (36) months. Delays in awarding, beyond the anticipated starting date, may result in a change in the contract period. If the situation occurs, an award may be made for less

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than thirty-six (36) months.

**Renewal Option:** At the option of the State of Louisiana and acceptance by the Contractor, the contract may be extended for two (2) additional twelve (12) month periods at the same price, terms and conditions. Total contract time may not exceed sixty (60) months.

**ELECTRONIC VENDOR PAYMENT SOLUTION:**

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. The LaCarte Procurement Card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or EFT. You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

**EFT** payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available by contacting the Office of Statewide Reporting & Accounting Policy at [DOA-OSRAP-EFT@la.gov](mailto:DOA-OSRAP-EFT@la.gov)

To facilitate this payment process, you will need to complete and return the EFT enrollment form contained in the link above.

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

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<u>Payment Type</u>	<u>Will Accept</u>	<u>Already Enrolled</u>
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LaCarte	_____	_____
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EFT	_____	_____
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\_\_\_\_\_  
Printed Name of Individual Authorized

\_\_\_\_\_  
Authorized Signature for payment type chosen

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email address and phone number of authorized individual

**Louisiana Preference:**

Notwithstanding any other provision of La. R.S. 39:1604 to the contrary, the following preferences shall apply only to bidders whose Louisiana business workforce is comprised of a minimum of fifty percent (50%) Louisiana residents.

(1) Do you have a Louisiana Business workforce? \_\_\_\_\_ yes \_\_\_\_\_ no

(2) If so, do you certify that at least fifty percent (50%) of your Louisiana business workforce is comprised of Louisiana residents? \_\_\_\_\_ yes \_\_\_\_\_ no

**A.** In accordance with the provisions of La. R.S. 39:1604, each procurement officer, purchasing agent, or similar official who procures or purchases agricultural or forestry products, including meat, seafood, produce, eggs, paper or paper products under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes shall procure or purchase Louisiana products provided all of the following conditions are met:

- (1) The bidder certifies in the bid submitted that the product meets the criteria of a Louisiana product.
- (2) The product is equal to or better than equal in quality to other products.
- (3) The cost of the Louisiana product shall not exceed the cost of other products by more than ten percent (10%), except as otherwise provided in this Chapter as a specific exception.

Do you claim this preference? \_\_\_\_\_ yes \_\_\_\_\_ no

Specify line number(s): \_\_\_\_\_



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- B.** In accordance with the provisions of La. R.S. 39:1604, each procurement officer, purchasing agent, or similar official who procures or purchases products under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes shall procure or purchase meat and meat products, domesticated or wild catfish, produce, eggs or crawfish which are further processed in Louisiana, provided the cost of the further processed meat and meat products, domesticated or wild catfish, produce, eggs or crawfish do not exceed the cost of other products by more than seven percent (7%).

Do you claim this preference? \_\_\_\_\_ yes \_\_\_\_\_ no

Specify line number(s): \_\_\_\_\_

Specify location within Louisiana where product is further processed:

\_\_\_\_\_  
(NOTE: If more space is required, include on a separate sheet.)

- C.** In accordance with the provisions of La. R.S. 39:1604, each procurement officer, purchasing agent, or similar official who procures or purchases materials, supplies, products, provisions, or equipment under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes may purchase such materials, supplies, products, provisions, or equipment which are produced, manufactured, or assembled in Louisiana, as defined in La. R.S. 38:2251(A), and which are equal in quality to other materials, supplies, products, provisions, or equipment, provided that all of the following conditions are met:

- (1) The cost of such items does not exceed the cost of other items which are manufactured, processed, produced, or assembled outside the State by more than ten percent (10%).
- (2) The vendor of such Louisiana items agrees to sell the items at the same price as the lowest bid offered on such items.
- (3) In cases where more than one (1) bidder offers Louisiana items which are within ten percent (10%) of the lowest bid, the bidder offering the lowest bid on Louisiana items is entitled to accept the price of the lowest bid made on such items.

Do you claim this preference? \_\_\_\_\_ yes \_\_\_\_\_ no

Specify line number(s): \_\_\_\_\_

Specify location within Louisiana where product is produced, manufactured, or assembled:

\_\_\_\_\_  
(NOTE: If more space is required, include on a separate sheet.)

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**NOTE: FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.**

**Procurement of United States Products:**

In accordance with the provisions of La. R.S. 39:1604.7, in the event a contract is not entered into for products purchased under the provisions of La. R.S. 39:1595, each procurement officer, purchasing agent, or similar official who procures or purchases materials, supplies, products, provisions, or equipment under the provisions of this Chapter may purchase such materials, supplies, products, provisions, or equipment which are manufactured in the United States, and which are equal in quality to other materials, supplies, products, provisions, or equipment, provided that all of the following conditions are met:

- (1) The cost of such items does not exceed the cost of other items which are manufactured outside the United States by more than five percent (5%).
- (2) The vendor of such items agrees to sell the items at the same price as the lowest bid offered on such items.
- (3) In cases where more than one (1) bidder offers items manufactured in the United States which are within five percent (5%) of the lowest bid, the bidder offering the lowest bid on such items is entitled to accept the price of the lowest bid made on such items.
- (4) The vendor certifies that such items are manufactured in the United States.

For the purposes of this preference,

(1) "Manufactured in the United States" means produced by a process in which the manufacturing, final assembly, processing, packaging, testing, and any other process that adds value, quality, or reliability to assembled articles, materials, or supplies, occur in the United States.

(2) "United States" means the United States and any place subject to the jurisdiction of the United States.

Do you claim this preference? \_\_\_\_\_ yes \_\_\_\_\_ no

Specify line number(s): \_\_\_\_\_

Specify location within the United States where this product is manufactured:

\_\_\_\_\_  
(NOTE: If more space is required, include on a separate sheet.)

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**Contract Usage:** Successful vendor is to keep a record of all orders issued against the contract during the contract period. Approximately four (4) months prior to the end of the contract period, the vendor is to be prepared to submit to the Office of State Procurement a contract usage report.

The specific usage report content, scope, and format requirements are available on the Office of State Procurement website under Vendor Resources/Vendor Forms:

<https://www.doa.la.gov/doa/osp/vendor-resources/>.

In addition, the person's name who compiled the report and their contact information shall be provided. The Office of State Procurement reserves the right to request copies of any purchase order issued against the contract.

The usage reports shall be submitted utilizing this format or an equivalent format that has been pre-approved by the Office of State Procurement.

**Code of Ethics:** The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in the Contract. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.

**Severability:** If any term or condition of the Contract, or the application thereof, is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of the Contract are severable.

**Waiver:** Waiver of any breach of any term or condition of the Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of the Contract shall be held to be waived, modified or deleted except by the written consent of both parties